

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KONG WING KUEN	03/28/2018
<b>RECEIVING PARTY DATA</b>	
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<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80111
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29616908
<b>Application Number:</b>	29616909
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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<b>NAME OF SUBMITTER:</b>	MEGAN A. BOWMAN
<b>SIGNATURE:</b>	/Megan A. Bowman/
<b>DATE SIGNED:</b>	03/28/2018
<b>Total Attachments: 6</b>	
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source=Gary Kong Fully Executed Assignment (3)#page5.tif	



**PATENT ASSIGNMENT**

**WHEREAS**, KONG WING KUEN of Unit C1, 27<sup>th</sup> Floor, 282 King's Road, Hong Kong (hereinafter referred to as "Assignor") is the inventor of the inventions (the "Inventions") described and set forth in the applications for United States Letters Patents (the "Applications") identified in Exhibit A, which is attached and incorporated herein.

**WHEREAS**, WHEEL PROS, LLC, a Delaware limited liability company with its principal place of business at 5347 S. Valentia Way, Suite. 200, Greenwood Village, CO 80111 (hereinafter referred to as "Assignee") is desirous of acquiring all right, title and interest in and to the (i) Applications, (ii) Inventions, and (iii) all patents, patent applications and patent disclosures, trade secrets, confidential information, know-how and inventions and all other intellectual property and tangible embodiments, related to and resulting from the Inventions ((i) through (iii), collectively, the "Patent Applications").

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Patent Applications for the United States and for all applicable foreign countries, including, without limitation, any continuations, divisions, continuations-in-part, thereof, any Letters Patent which may be granted therefor or thereon, any reissues, reexaminations, extensions and foreign equivalents thereof, and any patents or patent applications directly or indirectly claiming priority to or through, or benefiting from the filing date of, any of the foregoing (or to which any of the foregoing directly or indirectly claim priority), together with all other corresponding rights that are or may be secured under the laws of the United States or any applicable foreign country (including, without limitation, the right to file foreign patent applications and acquire foreign Letters Patent and to claim for such foreign applications and foreign Letters Patent the priority date of filing of the Patent Applications under the provisions of the Patent Cooperation Treaty, the International Convention for the Protection of Industrial Property or the European Patent Convention in the countries in which it applies), now or hereafter in effect, including, without limitation, the subject matter of all claims which may be obtained therefrom, together with all income, royalties, damages or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, misappropriation, or other unauthorized use of the Patent Applications, with the right to sue for, and collect the same, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patent Applications, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

This is the exhibit marked A referred to in the  
Statutory Declaration of KONG WING KUEN  
declared before me on 28 MAR 2018

LEUNG Wai-hoi  
Commissioner for Oaths

Assignor hereby consents that a copy of this Patent Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by any convention.

Assignor shall, at the request and expense of Assignee, take all further actions and provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance (including, without limitation, the timely execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney and other documents and instruments) and do all other things, deemed necessary, proper or advisable by Assignee to establish and perfect Assignee's proprietary right, title and interest in the Patent Applications and more fully and effectively effectuate the purposes of this Patent Assignment, including, without limitation, with respect to: (i) the recordation or perfection of this Patent Assignment in all applicable jurisdictions throughout the world; (ii) the preparation and prosecution of any applications covering the inventions assigned herein; (iii) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to any of the rights assigned herein and this Patent Assignment; and (iv) obtaining any additional patent protection relating to any of the rights assigned herein that may be secured under the laws now or hereafter in effect in the United States or in any other country.

Where Assignee is unable because of Assignor's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Assignor's signature to apply for or to pursue any application for any United States or foreign patent covering the Patent Applications, then Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in Assignor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further a prosecution and issuance of patents thereon with the same legal force and effect as if executed by Assignor (which designation and appointment shall be deemed coupled with an interest).

This Patent Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by any Assignor and delivered to Assignee. Delivery of an executed signature page to this Patent Assignment by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart to this Patent Assignment.

Assignor hereby irrevocably waives all right to a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Patent Assignment. Assignor hereby expressly recognizes the doctrine of assignor estoppel and shall not challenge the legality, validity, enforceability, use, inventorship or ownership of the Patent Applications.

This is the exhibit marked B referred to in the  
Statutory Declaration of KONG WING KAI  
declared before me on 20 MAR 2018

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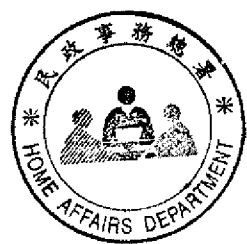
LEUNG Wai-hoi  
Commissioner for Oaths



DECLARATION

I, KONG WING KUON Hong Kong Identity Card No. D54377805  
of FLAT C1, 27/E2, 282 KING'S RD, HONG KONG.  
solemnly and sincerely declare that:

The documents marked A to E attached to this  
Statutory Declaration are the true original held by  
me.



And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Ordinance.

**Tsuen Wan District Office**  
Declared at **Home Affairs Enquiry Centre**  
in the Hong Kong Special Administrative Region

this **28 MAR 2018** day of  
through the interpretation of \_\_\_\_\_  
of  
the said interpreter having been also first declared that he/she\* had truly,  
distinctly and audibly interpreted the contents of this document to the  
declarant, and that he/she\* would truly and faithfully interpret the  
declaration about to be administered to him/her\* ✓

Before me

**LEUNG Wai-hoi**  
Commissioner for Oaths

(signature of declarant)

I, \_\_\_\_\_ of \_\_\_\_\_  
, solemnly and sincerely declare that I well understand the English and Chinese  
languages and that I have truly, distinctly and audibly interpreted the contents of this document to the declarant  
, and that I will truly and faithfully interpret the declaration about to be administered to him/her\*.

Declared at \_\_\_\_\_  
in the Hong Kong Special Administrative Region  
this \_\_\_\_\_ day of \_\_\_\_\_

Before me,

\_\_\_\_\_  
Commissioner for Oaths

\_\_\_\_\_  
(signature of interpreter) ✓

\*Please delete where appropriate  
HAD 5(S) Rev. 1/2002



**Exhibit A**

<b><u>Title of the Invention</u></b>	<b><u>Serial Number</u></b>	<b><u>Filing Date</u></b>
MO99I	29/616908	9/10/17
XD138	29/616909	9/10/17